

WAYNE MUNICIPAL
AIRPORT AUTHORITY
City Council Chambers
December 9, 2013
7:00 p.m.

1. Call to Order

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the City Council Chambers.

The Airport Authority reserves the right to adjourn into executive session as per Section 84-1410 of the Nebraska Revised Statutes.

Public Comments - Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes after being recognized by the Chair.

2. Approval of Minutes

3. Approval of Claims

4. New Business

- House garage
- Aviation Symposium – January 22-25
- Airport Zoning meeting December 17 NDA office
- Capital Improvement Plan

5. Old Business

- Progress report on terminal/hangar
- Tornado - updates
- Grass Runway
- Farmland lease review
- Engineer
- Sewer
- Hangar leases
- Airport rules

6. Airport Managers comments

7. Member comments

8. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY
November 25, 2013
7:00 P.M.

The special meeting of the Airport Authority of the City of Wayne was called to order at the City Council Chambers on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerome Conradt, Todd Luedeke, Carl Rump and David Ley. Also, attending the meeting were Nancy Braden Treasurer, Dawn Navrkal, Kyle Dahl Airport Authority Attorney, Tom Becker Airport Manager, Karma Schulte, Jim Hoffman, Dana Tompkins, Lee Wrede and David Zach.

Luedeke moved and Conradt 2nd to accept the Minutes of the November 11, 2013 Meeting. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2nd to accept all the Claims presented as of November 25, 2013. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Luedeke 2nd to approve the purchasing of the tractor we have been leasing from Pender Implement Company for \$68,255.95 after discounts and lease credits were given. Roll was called with the following results: (We had received \$32,570.00 in insurance and sale proceeds from the sale of our old tractor.) Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Luedeke moved and Conradt 2nd that we enter into a one year lease with Jason Heithold to rent the airport farmland for the 2014 crop year charging \$275/acre, holding the authority harmless for tornado related conditions and requiring no chemical use that could keep alfalfa from being planted in the future. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Rump 2nd that we table matter of hiring our airport engineer to review engineering for all nine major repaired and replaced buildings so that further study and cost analysis could be made. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2nd that we table hanger leases and airport rules for further study including suggested rent, and content corrections including the lease addendum used in last years leases. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal actions on these matters were needed.

There being no further business Luedeke moved and Conradt 2nd that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley
Secretary

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
December 9, 2013

PREVIOUS BALANCE 239,380.49

DEPOSITS:

| | | |
|------------------------------|-----------|------------|
| Equipment Sales | 16,000.00 | |
| Steel | 6,789.00 | |
| Farm rent | 13,932.64 | |
| Interest on checking account | 30.03 | |
| EMC | 24,160.51 | |
| County Treasurer | 1,117.67 | |
| NDA Loan | 84,273.49 | |
| | | 146,303.34 |

TOTAL AVAILABLE 385,683.83

CLAIMS:

| | |
|--|------------|
| Additional Claims paid November 5, 2013 | 2,000.00 |
| Claims Paid November 11, 2013 | 64,659.34 |
| Additional Claims paid November 12 2013 | 101,818.30 |
| Additional Claims paid November 25, 2013 | 75,099.38 |

BOOK BALANCE AS OF November 30, 2013 142,106.81

| | |
|---------------------------|-----------|
| Plus Outstanding Checks | 77,309.42 |
| Less Outstanding Deposits | .00 |

BANK BALANCE AS OF November 30, 2013 219,416.23

WAYNE MUNICIPAL
AIRPORT AUTHORITY
December 9, 2013

| | | |
|----------|--|---------------|
| Ck #6269 | American Broadband – telephone | 32.17 |
| Ck #6270 | Becker Flying Service – | |
| | FBO | 2,000.00 |
| | Less FBO lease | (100.00) |
| | | 1,900.00 |
| Ck #6271 | Beiermann Electric – | |
| | Generator use & labor hangar doors | 1,028.50 |
| | Temporary service installation | 1,896.13 |
| | Fuel Pump wiring | 1,470.83 |
| | | 4,395.46 |
| Ck #6272 | Bryan’s Plumbing – | |
| | water line to pilots lounge | 152.50 |
| | Sewer line to pilots lounge | 650.00 |
| | | 802.50 |
| Ck #6273 | City of Wayne | |
| | Ads & notices | 87.51 |
| | Treasurer’s fee | 200.00 |
| | | 287.51 |
| Ck #6274 | Dahl Law Office – legal fees | |
| EFT | Department of Aeronautics - Hangar loan | 1,027.00 |
| Ck #6275 | John Deere Financial – Balance due - I picked up wrong number last month | 366.86 |
| Ck #6276 | Main Street Auto Care – service van | 59.96 |
| Ck #6277 | Nebraska State Fire Marshal – annual registration fee | 120.00 |
| Ck #6278 | Northeast Nebraska Insurance Agency – tractor & loader | 502.00 |
| Ck #6279 | Northeast Nebraska Public Power District – electricity PAPI’s | 16.00 |
| Ck #6280 | Richards Electric – Estimate #1 | 15,509.90 |
| Ck #6281 | Wayne Herald/Morning Shopper – chamber coffee | 30.00 |
| Ck #6282 | Wisner West – | |
| | Gasoline - camper | 56.40 |
| | Propane - camper | 73.48 |
| | Diesel Fuel – tractor | 130.00 |
| | Gasoline - truck | 132.02 |
| | Diesel Fuel – generator | 120.99 |
| | | 512.89 |
| | TOTAL | 25,562.25 |

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: December 6, 2013

TO: Wayne Airport Authority

FROM: Nancy L. Braden, Finance Director

- House garage
 - Discussion regarding pouring the floor for a garage
- Aviation Symposium
 - There are fliers out for the Aviation Symposium in January. The day that is most beneficial for Airport Authorities would be Thursday.
- Airport Zoning meeting
 - On December 17th NDA will have a public hearing regarding proposed Airport Zoning regulation
- Capital Improvement Plan
 - Please look at the CIP plan that is enclosed in the packet and let me know any changes that need to be made.
- Progress report Hangar/Terminal
 - Curtis has given OCC Builders the requirement for the epoxy floor coating to give to their insurance company.
- Tornado Updates
 - Richards Electric has runway 18/36lit. He is waiting on material but will keep us informed as to when he will be back to complete other portions of the job.
 - We have temporary power installed
 - I have not heard anything from Tiedtke regarding the construction time table for the NDB/AWOS building.
 - We are waiting for adjuster approval for the 100' x 100' hangar.
 - North Central Builders is waiting on a bid from Leseberg for the concrete work. Leseberg has been contacted and will get the bid to North Central Builders by Monday. These bids are necessary to get the insurance adjuster approval for the other two buildings. (40' x 40' storage building and the 4 bay T-hangar)
- Grass Runway
 - I should have some information regarding Commercial Turf debris removal by Monday night.
- Farmland
 - Kyle is planning on having a lease to review per your approval at the last meeting.
- Engineering
 - Todd will have information available regarding Olsson's service fees

- Sewer
 - Woehler's comments regarding the estimate given to you at last month's meeting are in the packet.
- Hangar Leases
 - I have included the leas again for your review. Last meeting you asked for the addendum and I have included that also. Please bring your suggestions to the meeting.
- Airport Rules
 - I have included the rules and regulations again. I made the correction to reference the airport authority rather than city. I also included the AMA (model airplane Association) safety rules.

NEBRASKA DEPARTMENT OF AERONAUTICS

Dave Heineman
Governor



Ronnie D. Mitchell
Director

Dear Airport Sponsor:

The Department of Aeronautics is holding a public hearing at its Lincoln office on December 17, 2013 at 10:30 a.m. on the adoption of Airport Zoning Regulations.

With the passage of LB140 during the last Legislative Session, it is now mandatory that local municipalities protect the public use airport hazard areas in their jurisdiction through zoning.

You may view the Department's proposed regulations online at the Nebraska Secretary of State's website: <http://www.sos.ne.gov/rules-and-regs/regtrack/index.cgi>.

Please contact me if you do not have internet access and would like a hard copy of this proposal.

Yours Truly,

**Andre B Aman, Deputy Director & Legal Counsel
Nebraska Department of Aeronautics
402-471-2371**

Main Office

Mailing Address
P.O. Box 82088
Lincoln, Nebraska 68501
402.471.2371
402.471.2906 fax

Office Location

3431 Aviation Road Suite 150
Lincoln, Nebraska 68524

www.aero.state.ne.us

Navigational Aids Office

Kearney Municipal Airport
5065 Airport Road
Kearney, Nebraska 68847
308.865.5696
fax 308.865.5697

NEBRASKA DEPARTMENT OF AERONAUTICS

Dave Heineman
Governor

Ronnie D. Mitchell
Director



November 22, 2013

Re: FY 2015-2017 Federal AIP Grants
NDA Capital Improvement Program and Grants

Dear Airport Sponsor:

Your airport is eligible for funding under the federal Airport Improvement Program. The FAA will soon begin putting together the planned projects for 2015. The NDA is updating the statewide Capital Improvement Plan and coordinating with the FAA and therefore needs your input. Please review the enclosed documents listed below and complete any action required.

Capital Improvement Plan

Enclosed is the latest *Capital Improvement Plan* (pink sheet) for your airport. **Review improvement needs (or wants) at your airport and ensure that they are on the plan.** Any changes to the plan should be noted. Please sign, date, and return the form with any requested revisions.

Although federal and state funds are shown for certain items, these are based on estimates – actual funds are uncertain. See the enclosed attachment for requirements that must be met before your airport will be considered for federal AIP funds.

Your airport receives federal entitlement to fund eligible projects. The enclosed list titled *Potential Federal Funds Available* (green sheet) provides anticipated available funds. Note that the 2011 entitlement expires in 2014. If you have any remaining 2011 entitlement, we encourage you to either use the funds at your airport before they expire or gift them to another Nebraska airport.

Airport Officials

Please update, sign, and date the enclosed form and return to this office.

Main Office

Mailing Address
P.O. Box 82088
Lincoln, Nebraska 68501
402.471.2371
402.471.2906 fax

Office Location

3431 Aviation Road Suite 150
Lincoln, Nebraska 68524

www.aero.state.ne.us

Navigational Aids Office

Kearney Municipal Airport
5065 Airport Road
Kearney, Nebraska 68847
308.865.5696
fax 308.865.5697

ACIP Data Sheets

To be considered for 2015 funding, you need to have an ACIP data sheet on file for each major work item. Data sheets can be prepared by you, your consultant, or NDA.

The CIP data sheet form can be found on the FAA's website (<http://www.faa.gov/airports/central/>) under AIP Sponsor Guide 600: Project Formulation.

We must receive all new CIP data sheets no later than January 24, 2014 in order to present the requests to the Nebraska Aeronautics Commission and subsequently to the FAA before the February deadline. Nebraska law requires that your requests for funding (data sheets) be approved by the Commission prior to submittal to the FAA.

Approved data sheets do not need to be resubmitted.

Action Items

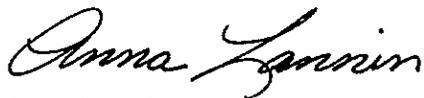
Please review the enclosed information and **return the following items to me by January 24, 2014:**

- **20-year Capital Improvement Plan – mark changes or write in “OK”**
- **Airport Officials List – mark changes or write in “OK”**
- **ACIP Data Sheets – new and/or revised**

If you would like to discuss future airport projects and development, please call me at (402) 471-2371.

Sincerely,

DEPARTMENT OF AERONAUTICS



Anna Lannin, P.E.
Planning & Programming

Enclosure

REQUIREMENTS THAT MUST BE MET BEFORE YOUR AIRPORT WILL BE CONSIDERED FOR AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDING

1. The proposed work must be shown on a current Airport Layout Plan (ALP) that has been approved by the FAA.
2. The project must be reasonable, justified, necessary, and eligible for federal participation.
3. Each major work item must be on a separate, signed and dated ACIP data sheet and include adequate justification and detailed cost estimate.
4. FAA must have made an environmental determination on the proposed project.
5. Land - In order to be considered for funding for land reimbursement, the land must be acquired or a purchase agreement must be negotiated.
6. The sponsor must have available the necessary matching share (10 percent). The FAA considers the first two years of the CIP as work the sponsor is committed to accomplishing should funding become available. To assure that the limited AIP funds are used during the fiscal year obligated, the FAA has adopted the policy that grants must be based upon bids and the grant application based on bid must be submitted by May 1 of the year programmed.
7. You must agree to abide by the grant assurances required for airport funding. The electronic format of the grant assurances is available at:
http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances.pdf
8. For airports with an AIP project approved after January 1, 1995, for pavement replacement or new pavement, the sponsor is required to implement a pavement maintenance program to ensure the pavement is properly maintained at the airport. Failure to have such a plan could impact future consideration for AIP funds. If you have not already submitted your pavement maintenance program, please submit it (including the budget for the program for the last three years) under separate cover to:

Douglas B. Johnson, P.E.
FAA Airports Division, ACE-621F
901 Locust, Room 335
Kansas City, MO 64106-2325
9. Before eligibility for funding revenue-producing facilities (i.e. fueling facilities and hangars) can be approved, a sponsor must submit, to the FAA, justification for the project and a statement that airside development needs are met or a financial plan that shows how airside needs over the next 3 years will be met. Note that the Central Region policy states that if the airport sponsor is planning to fund a project in the next three years using state apportionment or discretionary funds, any revenue-producing facilities are ineligible.

Capital Improvement ProgramWAYNE MUNICIPAL AIRPORT
WAYNE

| Year | Description | Total Cost | Federal | State | Local |
|------|---|-------------|-------------|-------|----------|
| 2014 | Hangar, lookback | \$157,895 | \$150,000 | \$0 | \$7,895 |
| 2015 | Hangar, lookback | \$157,895 | \$150,000 | \$0 | \$7,895 |
| 2017 | REIL runway 22, beacon | \$103,700 | \$98,151 | \$0 | \$5,549 |
| 2018 | Parallel Taxiway from 35 to 4/22 for NPI approach (300-3/4) | \$631,650 | \$600,068 | \$0 | \$31,583 |
| 2018 | Partial Parallel Taxiway to 17/35 | \$1,088,511 | \$1,034,086 | \$0 | \$54,426 |
| 2020 | T-hangar | \$280,000 | \$266,000 | \$0 | \$14,000 |
| 2023 | ALP | \$150,000 | \$142,500 | \$0 | \$7,500 |
| 2025 | Land for NPI approach (300-3/4) | \$49,800 | \$47,310 | \$0 | \$2,490 |
| 2025 | Approach Lights for NPI approach (300-3/4) | \$200,000 | \$190,000 | \$0 | \$10,000 |
| 2030 | Replace 17/35 lights | \$105,000 | \$99,750 | \$0 | \$5,250 |
| 2030 | Apron | \$280,800 | \$266,760 | \$0 | \$14,040 |
| | | | | | |

Potential Federal Funds Available

Airport: WAYNE MUNICIPAL AIRPORT
WAYNE, Nebraska

| Federal Fiscal Year | Fund Type | Fund Amount | Previously Allocated | Available Funds |
|---------------------|----------------|-------------|----------------------|-----------------|
| 2014 | GA Entitlement | \$150,000 | \$0 | \$150,000 |
| Totals: | | \$150,000 | \$0 | \$150,000 |

Note:

- All Entitlement funds are subject to appropriation by Congress
- The 2014 funds expire on 9/30/2017

Nebraska Department of Aeronautics
Airport Officials List

Printed 11/13/2013

WAYNE MUNICIPAL AIRPORT

WAYNE

Airport Sponsor

WAYNE AIRPORT AUTHORITY

Official Contact Person:

Mitchell Nissen, Chairman
PO BOX 8
WAYNE NE 68787-0008

Phone: 402-375-1733
Fax: 402-375-4712
E-mail: nancy@cityofwayne.org

Airport Authority Members:

Daytime Phone:

| | | |
|------------|-----------------|--------------|
| Chair | Mitchell Nissen | 402-375-1630 |
| Member | Jerome Conradt | 402-833-1777 |
| Member | Todd Luedeke | 402-369-4763 |
| Attorney | Kyle Dahl | 402-833-1529 |
| Vice Chair | Carl Rump | 402-375-1276 |
| Secretary | Dave Ley | 402-375-1130 |

Meeting Date and Time:

Airport's Attorney: Kyle Dahl 402-833-1529

Airport Manager: Tom Becker
Phone: 402-254-7316
Fax:
E-mail: beckeraircraft@hartel.net

Please make corrections, sign and return this form to:

Nebraska Department of Aeronautics
P.O. Box 82088
Lincoln, NE 68501-2088

Completed by:

Signature

Date

Nancy Braden - RE: Airport lift station

From: BJ Woehler <b_j_woehler@hotmail.com>
To: 'Nancy Braden' <nancy@cityofwayne.org>
Date: 11/26/2013 11:26 AM
Subject: RE: Airport lift station
CC: "cityadmin@cityofwayne.org" <cityadmin@cityofwayne.org>

Nancy

It seems high, because when Lowell asked him and me at a meeting we said between 50-75K. It looks like the pump and pit are higher/larger then I was thinking, I would have to look into that more once I see the design/specs.

There are a lot of extra costs like bonding, SWPPP, clearing and grubbing, seeding, ext. that come into play when you engineer it, plus their fee.

For this cost the city may as well design a larger traditional system that could handle up the hill past the airport for about twice the cost but me money ahead.

You are pushing past the limits of a simple septic system, his design flow per day is above what the law allows me to design.

So you would have to break it down and hope the soil is better then I expect or you may need a lagoon.

If the city wants the park to have a bath house I would think hooking on to the sewer would be the only option and the city would cover more of the cost.

Lots of issues. I'm not sure how to help without have a big round table discussion but with two boards that is tough.

The park RR & Showers/dump station and airport wash bay push it past a septic system so can those be deleted is the big question?

Let me know if you have more questions or if I can help.

Thanks

Bj

Date: Tue, 26 Nov 2013 07:16:56 -0600
From: nancy@cityofwayne.org
CC: cityadmin@cityofwayne.org
Subject: Fwd: RE: Airport lift station
To: b_j_woehler@hotmail.com

BJ,

The board would like to have you take a look at the recommendations of Olsson's. Their estimates is really high. This is the system they are proposing putting in. Some still want just a septic tank as a cheaper alternative and request that the airport not be annexed.

http://www.orenco.com/systems/wastewater_collection.cfm

Nancy L. Braden

Finance Director
City of Wayne
306 Pearl
PO Box 8
Wayne, NE 68787
phone 402-375-1733
fax 402-375-4712
www.waynene.org

>>> On 11/25/2013 at 2:06 PM, in message
<e7dca929b3964ea7a65c75baaf7eef16@BL2PR04MB084.namprd04.prod.outlook.com>, Rodney
Hanson <rhanson@olssonassociates.com> wrote:

The attached spreadsheet has 2 tabs. The first tab is the flow data, the second is the cost estimate with a breakdown of sizes and lengths. I will work on getting a sketch and the other information to you. Thanks.

Rod

From: Lowell Johnson [mailto:cityadmin@cityofwayne.org]
Sent: Monday, November 25, 2013 1:59 PM
To: Nancy Braden; Rodney Hanson
Cc: Garry Poutre; Jeremy Walker; Joel Hansen
Subject: Re: Airport lift station

Rod
can you show the assumptions you used? Parts list, capacity of the pump, size of pipe, buildings served, layout sketch of the lines to the buildings included, Etc. This seems high for what we're thinking.
thx

Lowell D. Johnson
City Administrator
City of Wayne
office 402-375-1733
fax 402-375-1619

>>> Rodney Hanson <rhanson@olssonassociates.com> 11/25/2013 1:54 PM >>>

Nancy – the preliminary opinion of probable cost (opc) for the lift station is \$160,000. This includes 20% contingency and approximately \$25,000 for gravity sewer. Once the design is started we will be able to tighten up the estimate better. The opc does not include engineering. Estimated design and construction engineering would be around \$30,000. Again, that could be tightened up once the station is located. Please let me know if you have any questions and would like us to proceed with design contract. Thanks.

Rod Hanson, PE | Olsson Associates
600 Fourth Street, Suite 333 | Sioux City, IA 51102 | rhanson@olssonassociates.com |
Tel: 712.234.3022 | Fax: 712.234.3024



**WAYNE AIRPORT AUTHORITY
HANGAR LEASE**

Type of Airplane: _____
N# _____

This lease agreement executed this ____ day of _____, 20____, by and between the WAYNE AIRPORT AUTHORITY, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee".

It is agreed by and between the parties as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee here by leases from Lessor, Hangar No. _____ of the Wayne Municipal Airport.
2. Term. The term of this lease shall begin on January 1, 2014, and shall end on December 31, 2014, except as hereinafter restricted.
3. Rent. Lessee shall pay quarterly rent in the amount of \$_____ per quarter and said rent is payable in advance on the first day of each quarter during the term of this lease. If the Lessee fails to promptly pay its rent when it becomes due, this lease shall be subject to default.
4. Non-payment of Rent. In the event that rent is more than seven days late, Lessor shall give written notice to the Lessee that the Lessee has five days to bring rent current or the Lessor may exercise any legal remedies available under the laws of the State of Nebraska. Notwithstanding any forbearance of a declaration of default by the Lessor a \$25.00 late charge shall be imposed on all rent payments that are more than seven days late. In addition, a subsequent \$25.00 per month late charge shall be imposed for each month thereafter so long as the rent is unpaid.
5. Use. Lessee shall use the hangar for the primary purpose of storing Lessee's private aircraft and aircraft-related equipment, parts, or materials, and for no other purpose without the prior written consent of Lessor. Lessee is hereby prohibited from providing any type of service to the public from said hangar.
6. Assignment; Sublease. Lessee may not mortgage, pledge, convey, assign, sublease or otherwise encumber its interest in this lease without written consent of the Lessor.
7. Purchase of an Aircraft stored in a Hangar. Purchaser(s) of an aircraft already stored in a hangar will be offered the opportunity to remain in the hangar if the current Lessee will no longer meet the lease requirements (i.e., does not have another aircraft to occupy the hangar). A new lease agreement will be executed with the new owner(s). Purchaser(s) of an aircraft already stored in a hangar that reject the offer will not be put on the hangar waiting list unless a new request is submitted.
8. Control and Access. Lessor reserves the right to control the access to the buildings

and hangars and Lessee shall not do anything, which shall interfere with the orderly and efficient operation of the airport by the Lessor.

9. Maintenance. Lessee shall keep the hangar in good repair and clean condition, and shall keep the hangar free and clear of all debris, rubbish, garbage and other materials that are not permitted to be stored in the hangar.

10. Inspection and Repairs. Lessor or its designated agent shall have the right to enter and inspect the hangars and buildings at all reasonable times and places for the purposes of enforcing compliance with the terms and conditions of the within lease and to take such action to make any such repairs or alterations to the hangars and buildings as are, in the sole opinion of the Lessor, desirable or necessary. The Lessor shall have a key to the hangar.

11. Relocation. Lessor reserves the right to change the location of Lessee's hangar and aircraft upon giving Lessee thirty days advance written notice of the change of location.

12. Disclaimer of Liability. Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents, or invitees during the term of this Agreement, including but not limited to loss, damage or injury to aircraft or other property of the Lessee that may be located or stored in the hangar, unless the loss is caused by or result from the willful negligence of the Lessor or its agents. The Lessee accepts and assumes such responsibility and liability.

13. Indemnification. Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the hangar. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.

14. Interference. Lessee shall not exercise its rights pursuant to this lease in any way so as to interfere with or adversely affect the use, operation, maintenance, or development of the Wayne Municipal Airport.

15. Reservation of Rights. Lessor has the right to maintain and keep in repair the landing areas of the airport and all publicly owned facilities of the airport, including the right to direct and control all activities of the Lessee in this regard. Lessor reserves the right to develop or improve the landing area and all publicly owned air navigation facilities of the airport, as it deems appropriate, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. This lease agreement shall be subordinate to the provisions of any outstanding agreements between Lessor and the FAA or the Department of Aeronautics, State of Nebraska, relative to the maintenance, operation, or development of the airport and this lease is

subject to immediate cancellation in the event of repossession by the Department of Aeronautics, State of Nebraska, or the FAA.

16. No Waiver. Failure of the Lessor to insist in any one or more instances upon the performance of any of the covenants or conditions of this lease, or to exercise any right or privilege herein contained, shall not be construed as thereafter waiving or relinquishing any such covenants, conditions, rights, or privileges, and the same shall continue and remain in full force and effect, and the receipt of any rent by the Lessor from the Lessee shall not operate as a waiver of the right of the Lessor to enforce the payment of additional rent or of any other obligations of this lease by such remedies as may be appropriate and shall not waive or void the right of the Lessor, at any time thereafter, to elect to terminate this lease.

17. Governing Law. All of the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Nebraska.

18. Insurance. The parties hereto agree that this lease is a lease of storage space only. It shall be the Lessee's responsibility to insure any hangar contents Lessee elects to store in the hangar, including but not limited to any aircraft in the hangar, against such events as theft, fire, or other damage, and for such limits and coverage as Lessee may desire. The parties further agree that the contents stored in the hangar shall be deemed to be in the full and exclusive care, custody, control and possession of the Lessee, and not the Lessor.

19. Compliance. Lessee agrees that any and all of Lessee's activities relating to the use of the hangar under this lease agreement shall be in accordance with any and all federal, state, and local laws and regulations, including, but not limited to, those laws and regulations pertaining to fire and safety, as well as those rules and regulations promulgated by the Lessor.

20. Quarterly Statements. Lessee acknowledges that rental payments are due on time regardless of whether or not Lessor issues quarterly statements.

21. Default. In the event of a default or breach of any of the terms or conditions stated herein, except rent payments, the Lessee shall have thirty (30) days following receipt of a written notice of said default or breach to cure such default or breach. Failure to timely cure said default or breach shall result in termination of this lease agreement without further notice by the Lessor, and the Lessor may take such steps as may be allowed by Nebraska law to remove the Lessee from the hangar.

22. Expiration. The Lessor shall have the sole and exclusive right to renew this lease agreement for another one-year period at its expiration. This lease shall expire unless the Lessor has given written consent to automatically renew this lease for an additional period of one (1) year. The automatic renewal does not extend to the Lessee. Any Lessee who still occupies a hangar after expiration of the lease or without written consent for renewal of a lease shall be considered a hold over tenant who may be evicted pursuant to Nebraska Law. The Lessee shall be responsible for making certain that all equipment parts, tools and any other items stored or located in the hangar are removed on or before expiration of the lease.

23. Termination by Lessee. In the event that the Lessee does not wish to seek another lease from the Lessor, the Lessee shall give the Lessor forty-five (45) days notice of its intent to vacate the hangar by the date of the expiration of the lease.

24. Notice. Written notices to the Lessee provided for herein shall be in shall be sufficient if sent by mail to Lessee at the address indicated below. If any such notice shall be returned by the United States Postal Service, notice shall also be given by posting the same on the hangar door. Lessee agrees to notify the Lessor of any change in address or aircraft ownership within thirty (30) days of such change.

Address for Lessee:

The Lessee may also be contacted by phone or by e-mail at the following:

Home: (_____) _____

Work: (_____) _____

Cell: (_____) _____

E-mail: _____

All notices to the Lessor shall be in writing and shall be mailed to:

Wayne Airport Authority
P.O. Box 8
Wayne, NE 68787-0008

Executed the day and year first above written.

WAYNE AIRPORT AUTHORITY

By _____
Lessor

Lessee

Lessee

WAYNE MUNICIPAL AIRPORT
STAN MORRIS FIELD
RULES AND REGULATION

Wayne Municipal Airport must allow use of the airport by all types, kinds, and classes of aeronautical activity as well as by the general public. Airport rules and regulations provide a means to control operations at a public airport to protect both aeronautical activities and public safety.

The Wayne Airport Authority may impose reasonable rules and regulations which restrict use of or access to the airport, in the interest of safety indicated by local conditions unique to an airport.

The definition of "Airport", "aircraft", "airplane", and other common terms used herein is as defined in Part 1, Code of Federal Regulations, Title 14, Aeronautics and Space. "Airport" with a capital refers to the specific airport for which these rules are adopted.

COMPLIANCE WITH FEDERAL AVIATION ACT AND FEDERAL AVIATION REGULATIONS

A. The Federal Aviation Act of 1958 authorizes the administrator of the Federal Aviation Administration to prescribe air traffic rules and regulations governing the flight of aircraft. The Federal Aviation Regulations promulgated by the Administrator cover all flights on or in the vicinity of the airport.

B. Aircraft operators, pilots, airmen, and users of the airport are required to be familiar with and comply with the Federal Aviation Regulations, and in particular, Part 91, General Operating and Flight Rules, of the regulations.

C. All aeronautical activities at the airport and all flying of aircraft departing from and arriving at said airport, shall be conducted in conformity with the Federal Aviation regulations.

AIRPORT MANAGER SHALL ENFORCE RULES AND REGULATION.

The Airport Manager is empowered to oversee the operations of the airport and to apply and enforce the rules and regulations contained herein. The rules and regulations contained herein apply specifically to the airport and are supplemental to the Federal Aviation Regulations.

COMPLIANCE WITH APPLICABLE RULES AND LAWS

All persons using the airport shall be subject to, and governed by, the rules and regulations contained herein, and all other applicable provision of Airport Authority resolutions, city or county ordinances and resolutions, state and federal laws, and the Federal Aviation Regulations.

COMPLIANCE WITH RULES BY FLIGHT INSTRUCTORS AND STUDENTS

All based flight instructors shall inform their students of the rules and regulation contained herein. All flight instructors shall be responsible for the conduct of students under their direction during dual instruction. When a student is flying solo, it shall be the student's responsibility to observe and abide by these rules.

DUTIES AND POWERS OF THE AIRPORT MANAGER.

A. The Airport Manager shall represent the Airport Authority at all times in regard to all airport matters. He or she shall also have the following duties and powers:

- The Airport Manager shall at all times have authority to take such actions as may be deemed necessary to safeguard the public in attendance at the airport. Every fixed base operator, pilot, airman, mechanic, or other person employed on or using the airport shall cooperate to enforce these rules and regulations at to see that all person upon the premise use care to prevent injury to persons or damage to property.

- The Airport Manager may suspend or restrict any or all operations at the airport whenever the action is deemed necessary in the interest of safety.
- The airport manager may suspend, as a means of safeguarding the airport and the public, the privilege of the airport and its facilities to any person refusing to comply with these rules and regulations.
- The Airport Manager shall have the authority to restrict airport operations to such portion(s) of the airport as he or she may deem necessary or desirable. Any part of the airport temporarily unsafe for aircraft operation which is not available for normal use shall be clearly marked in accordance with recommendations of the FAA.
- The Airport Manager may issue permits or written permission for use of the airport as authorized herein.
- The Airport Manager in any contingency or emergency not specifically covered by these rules and regulation is authorized to make such decisions as to him or hear may seem proper.

B. Any person aggrieved by a decision of the Airport Manager restricting or prohibiting use of the airport and its facilities, or prohibiting or restricting airport operations, may, appeal the Airport Managers decision to the Airport Authority. A notice of appeal stating the grounds therefore shall be filed with the Airport Manager.

Hours of Operation

The airport shall be open for public use at all hours of the day and night, subject to these rules and regulations and subject to the condition of the landing area, as maybe determined by the Airport Manager.

Access code/Devices

Unless otherwise approved in writing by the Airport Manager, persons who have been provided either a code or access device for the purpose of obtaining access to the airport shall only use said airport-issued codes/devices and shall not divulge, duplicate or otherwise distribute the same to any other person.

Interference with airport use prohibited

No person shall unreasonably obstruct, impair, or interfere with the use of the airport by any person, or unreasonably obstruct impair, or interfere with the passage and safe, orderly and efficient use of the airport by any other person, vehicle, or aircraft.

Animals at airport

Animals may be permitted if restrained by a leash or confined in such a manner as to be under control at all times.

Liability for airport use

A. The Airport Authority, its agents, or employees operating the airport assume no responsibility for damage to property stored thereon or property thereon of persons using the airport facility, by reason of fire, theft, vandalism, windstorm, flood, earthquake, and/or collision, nor does it assume any liability by reason of injury to persons while on the airport or while using the facility of same.

B. The Privilege of using the airport and facilities shall be conditioned upon the assumption of full responsibility and risk by the user thereto and such user shall release, hold harmless, and indemnify the Airport Authority, its officers, agents and employees, against claims arising from use of the airport.

Use of Airport Restricted

No person, partnership, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by a written permit from the Wayne Municipal Airport or its duly authorized agent.

General Rules and Regulations

The following rules and regulations shall be observed in the use and operation of the Airport:

Federal Air Traffic Rules of the Federal Aviation Administration (FAA) for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

Safeguard of Persons and Property – The Airport Manager/FBO shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

Unauthorized Signs and Equipment – No signs, non-aeronautical equipment, portable buildings, or trailers may be erected, moved-in, or installed on Airport property, except as may be specifically authorized by the Airport Manager.

Surreptitious Activities – Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, local police, or the Transportation Security Administration General Aviation Information Hotline at 1-866-427-3287.

Removal of Wrecked/Disabled Aircraft – The Operator and owner of Aircraft wrecked or disabled at the Airport shall be responsible for the prompt removal of such Aircraft and parts thereof as directed by the Manager, but shall not commence such removal without Permission. In the event of failure to comply with such direction within one (1) hour following said direction, such wrecked or disabled aircraft and parts may be removed by the Manager at the owner's or Operator's expense and without liability to the Airport Authority or the Manager for damage or loss which may result in the course of such removal.

Repairs to Aircraft – No aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by the Airport Manager for such purpose.

Damage to Airport – Any person, individual, or corporation or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable therefore in and to the Wayne Municipal Airport.

Injury to Person – Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the Wayne Municipal Airport for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the Wayne Municipal Airport or by any other Authority having jurisdiction over the operation of the Airport.

Licensed Pilots – Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport except as provided in this order. This limitation shall not apply to students-in-training under licensed instructors or to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft

Registration – Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

Intoxicants and Narcotics Prohibited – No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.

Foreign Objects – No foreign objects, including bottles, cans, scrap, nuts, bolts, nails, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

Litter - No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space.

Registration of Based Aircraft – The owners or operators of all Aircraft based at the Airport shall promptly register the Aircraft with the Manager and shall promptly report any change in Aircraft ownership or operator status. Flying Clubs shall file with the Airport manager a list of members and said list shall be updated quarterly.

Airport Machinery and Equipment – No Person shall tamper with any Airport machinery or equipment.
Disposal of Petroleum Products, etc. – All Petroleum Products, paints, solvents, acids or other hazardous or contaminating elements shall be disposed of off the Airport and in compliance with all applicable Federal and State environmental rules and regulations. In no event shall any of the above substances be disposed of or dumped in drains, catch basins or elsewhere on the Airport.

Tie-Down/T-Hangar Permit – The Airport Authority may enter into a Tie-Down permit T-Hangar permit or lease with a person for use of a designated space, as defined in the Permit, for the storage of the Aircraft. The provisions of these Airport rules and Regulations are a part of the Permit to the extent not inconsistent with any provisions of leases in effect on the effective date of these rules.

Condition of Space – The use of any part of the Space is determined by the terms of the Lease Agreement.

Ground Operations

Air, Ground & Vehicular Traffic – No person shall operate a vehicle on the Airport except in accordance with the following rules, and all federal, state, and local law:

- All vehicles shall yield right of way to aircraft in motion and emergency vehicles.
- No vehicle except ground service and emergency vehicles shall approach so close to any aircraft with running engine(s) as to create a hazard.

Aircraft Operation Rules

Aircraft Tie Downs

- All aircraft not hangared shall be tied down and additionally should have the wheels chocked when remaining overnight and during inclement weather.
- All aircraft owners or their agents are responsible for the tie down or security of their aircraft at all times and particularly during inclement weather.
- The tie downs are for temporary use only.

Running Aircraft Engines

- Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.
- No aircraft will be left running without a qualified person at the controls.
- No aircraft engine shall be started or run inside any building or hangar.
- No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people. Or within 50 yards of any business or building

Damage to Airport Lighting – Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Manager. Persons causing damage to runway and taxiway lights as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixture(s) and may be charged with a misdemeanor as provided in Penalty for Violation section of this document.

Taxiing Aircraft

- No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.
- Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot in command at all times.
- Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing-walker) is at a wing of the aircraft to assist the pilot.
- Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.
- Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.
- Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Manager as an emergency measure.
- It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and / or it is properly chocked and / or tied down.

Standard Traffic Pattern and Altitude – All flight activity will adhere to FAA Advisory Circular 90-66 (latest change) "Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers"; also depicted in the Aeronautical Information Manual. Recommended traffic pattern altitudes are 1000 feet Above Ground Level (AGL) for piston powered airplanes and 1500 feet AGL for turbine powered airplanes. Helicopters will operate as to not obstruct the normal traffic pattern. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft.

Takeoffs – Takeoffs Allowed, Non Towered Airports – Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the CTAF their pattern direction of turn and their landing (low approach, full stop, touch and go, stop and go) intentions at least by the final segment leg. All aircraft departing shall clear the traffic pattern for traffic before taxiing into takeoff position. See FAR 91.113 (g).

Airport Security – The Transportation Security Administration publication "Security Guidelines for General Aviation Airports", Information Publication A-002 dated September 11, 2013, is available for reference at their website - www.tsa.gov. This document is used by the Airport as a guideline to security on the Airport and is incorporated as a working document.

Access Codes/Devices - Persons who have been provided either a code or device for the purpose of obtaining access to the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager

Fueling, Flammable Fluids, and Fire Safety

Fueling Aircraft

- All aircraft fueling, fuel equipment, and procedures will be in accordance with Manual 407 – "Standard for Aircraft Fuel Servicing, 2007 edition," (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, 800-344-3555, <http://catalog.nfpa.org>
- All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the International Fire Code, 2000 Edition, (or current edition) as published by the International Code Council, Inc. and FAA Advisory Circular 150/5230-4, (latest change).
- All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least fifty (50) feet.

- Aviation or auto fuels shall not be stored within a hangar or building except in approved five (5) gallon or smaller containers manufactured and marked for such purpose and only with the approval of the local Fire Marshal.
- Persons or businesses wishing to dispense fuel into their privately owned aircraft shall not be denied; however, they must meet all reasonable requirements the Wayne Municipal Airport places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property must be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.
- All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.
- Fuel spills in excess of one gallon must be reported to the Airport Manager and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations

Fire Safety

- Every person using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.
- Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.
- Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager.
- No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building upon the Airport.
- Hangar entrances must be clear in a manner such that emergency or fire / rescue personnel and equipment can immediately access the hangar without hindrance.
- The floors in all buildings shall be kept clean and free of oil. Volatile or flammable substances shall not be used to clean floors, walls or any portion of a hangar structure.
- All Airport tenants and lessees shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by applicable fire codes and regulations. Each fire extinguisher shall carry a suitable tag showing the date of most recent inspection.

Radio Controlled Aircraft – Model aircraft not capable of carrying a person shall be permitted to operate, take off or be launched from, flown over or land at the Airport.

- RC fliers shall be members of AMA or similar organization.
 - AMA membership includes liability coverage
- Flying over spectators and vehicles is not permitted
- Give right-of-way and avoid flying in the proximity of full-scale aircraft
- Follow all AMA safety regulations not covered here.

Lease of Airport Property and Construction on Airport - Hangars and other buildings or structures owned by the Wayne Municipal Airport may be leased to private individuals, companies, or corporations on a yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial Fixed Base Operation (FBO).

The Wayne Municipal Airport may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, aprons, taxiways, and auto parking lots in accordance with an approved Airport Layout Plan and design guidelines. Aviation related use must be given priority in the use of all leased or privately owned property, buildings or structures. If the aviation needs of the Airport are sufficiently met, the Wayne Municipal Airport Authority may authorize non-aviation use of any portion of the Airport or any building on the Airport on a case-by-case basis. Application of such non-aviation use shall be made to the Wayne Airport Authority.

Lease Term –No lease of airport property or facilities shall be granted for a term exceeding (20) years, however the initial term of a lease of airport property or facility may exceed twenty (20) years but in no case more than forty (40) years if a loan or deed of trust lien is obtained expressly for construction of the facility which will become property of the Airport Authority at the end of the lease term, free and clear of all liens and encumbrances. Non-aviation leases shall not exceed eighteen (18) months.

Construction on Leased Property

- The FAA Form 7460-1, "Notice of Proposed Construction or Alteration," (or most current FAA approved form) will be completed for all construction and submitted to the FAA via their online application. A favorable determination must be received from the FAA prior to any construction on the Airport. No hangar or structure may be erected beyond the building restriction line or in conflict with the approved Airport Layout Plan.
- All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises shall meet all current Standard Fire and Building Codes published and the National Electrical Code, and shall provide for the construction to be from material satisfactory and acceptable to the Airport Authority of Wayne, construction must be of a compatible standard capable of withstanding winds of (a wind load rating applicable to airport location) mph, with doors open or closed.
- The Wayne Municipal Airport Authority's written approval of the plans and specifications must be obtained prior to construction of the improvements.
- Construction must begin within one hundred twenty (120) days after the effective date of the lease or final comment from NDA and the FAA for the filed air space study as required by FAR Part 77, whichever date is later. Construction must be substantially completed within one hundred eighty (180) days of start of construction. Projects anticipated to exceed 180 construction days require approval of the Airport Authority. The Improvements on the leased premises shall remain the tenant's property until expiration or termination of the lease and its covenants or as otherwise agreed to in the contract between the Wayne Municipal Airport and the tenant.
- Any privately owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes, unless so authorized for non-aviation uses by the Wayne Airport Authority must be removed after due notice to the owner in writing Wayne Airport Authority will consider such structures or hangars abandoned and will seek title to such structure or hangar.
- Leased land from which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and put back in its original or acceptable condition.

Assignment and Sub-letting -- Without the prior written consent of Wayne Airport Authority, the leased premises or any rights there under (except to a leasehold mortgagee as herein provided) may not be assigned. Any assignment or subletting shall be expressly subject to all the terms and provisions of the original lease.

Flying Clubs - A Flying Club ("Club") shall meet the following standards:

- At the time of applying for a lease, license, permit or agreement to operate at the Airport, the Club shall furnish the Airport Manager with a copy of its documents of organization; the Club's list of members, including names of officers and managers; evidence of required insurance; a description of all aircraft used; evidence that such aircraft are properly certificated; evidence of ownership of such aircraft; and any operating rules of the Club.
- All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.

- The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for hire, charter, or air taxi. Flight instruction may be given in Club aircraft.

Environmental Issues and Indemnification - Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:

- Any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:
 - in amounts in excess of that permitted or deemed safe under applicable law;
 - or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").

Environmental Cleanup Laws – An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by an airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The Airport shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

- **Environmental Notices** – An Airport tenant shall promptly supply the Wayne Airport Authority with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.
- **Environmental Survival** – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

Non Discrimination Covenants

- Each lease will include as a covenant running with the land to insure that:
 - No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property;
 - That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.
 - The right to conduct aeronautical activities for furnishing services to the public is granted to an Airport tenant subject to the agreement:
 - To furnish said services on a fair, equal and not unjustly discriminatory basis to all users.
 - To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Insurance – An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:

- Insurance against loss or damage to improvements by fire, lightning, and other risks included under standard extended coverage policies.
- General public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the leased premises, such insurance to afford protection to Airport Authority of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.
- All such policies of insurance shall be issued by insurance companies acceptable to the Wayne Municipal Airport, shall name the Wayne Municipal Airport as an additional insured or loss payee, as the case may be, and shall provide for at least ten (10) days written notice prior to cancellation or modification.
- Hold Harmless – The Wayne Municipal Airport shall not be liable to an Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the Wayne Municipal Airport.

Knowledge of Rules Implied – By publication and adoption of this ordinance / order, all persons shall be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the ordinance / order posted in paper or electronically, where appropriate. Copies shall be available at all times in the Airport Manager's office, and copies shall be furnished to all owners and operators of aircraft based at the airport.

Conflict of Rules and Regulations - If and where there are conflicts in the rules and regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. If and where there exists a conflict between any of the rules or regulations prescribed herein and any other Wayne Municipal Airport rules applicable to the same area, the more stringent limitation, or requirement shall govern and prevail.

Penalty for Violation – The Airport Manager may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a hearing by the Wayne Airport Authority. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Any violation of this order shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding two-hundred (\$200) dollars, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of the rules and regulations prescribed herein may be made by any authorized police officer. The Airport Manager or Wayne Municipal Airport may request authorized police officers to investigate any suspected violation of these rules. The Airport Authority shall be entitled to revoke any applicable lease agreement or to seek injunctive relief for violation of any provisions of these Rules and Regulations.

Severability - If any of the provisions of this order or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the order which can be given effect without the invalid provision or application, and to this end the provisions of this order are declared to be severable.

Academy of Model Aeronautics National Model Aircraft Safety Code

Effective January 1, 2014

- A. **GENERAL:** A model aircraft is a non-human-carrying aircraft capable of sustained flight in the atmosphere. It may not exceed limitations of this code and is intended exclusively for sport, recreation, education and/or competition. All model flights must be conducted in accordance with this safety code and any additional rules specific to the flying site.
1. Model aircraft will not be flown:
 - (a) In a careless or reckless manner.
 - (b) At a location where model aircraft activities are prohibited.
 2. Model aircraft pilots will:
 - (a) Yield the right of way to all human-carrying aircraft.
 - (b) See and avoid all aircraft and a spotter must be used when appropriate. (AMA Document #540-D.)
 - (c) Not fly higher than approximately 400 feet above ground level within three (3) miles of an airport without notifying the airport operator.
 - (d) Not interfere with operations and traffic patterns at any airport, heliport or seaplane base except where there is a mixed use agreement.
 - (e) Not exceed a takeoff weight, including fuel, of 55 pounds unless in compliance with the AMA Large Model Airplane program. (AMA Document 520-A.)
 - (f) Ensure the aircraft is identified with the name and address or AMA number of the owner on the inside or affixed to the outside of the model aircraft. (This does not apply to model aircraft flown indoors.)
 - (g) Not operate aircraft with metal-blade propellers or with gaseous boosts except for helicopters operated under the provisions of AMA Document #555.
 - (h) Not operate model aircraft while under the influence of alcohol or while using any drug that could adversely affect the pilot's ability to safely control the model.
 - (i) Not operate model aircraft carrying pyrotechnic devices that explode or burn, or any device which propels a projectile or drops any object that creates a hazard to persons or property.
Exceptions:
 - Free Flight fuses or devices that burn producing smoke and are securely attached to the model aircraft during flight.
 - Rocket motors (using solid propellant) up to a G-series size may be used provided they remain attached to the model during flight. Model rockets may be flown in accordance with the National Model Rocketry Safety Code but may not be launched from model aircraft.
 - Officially designated AMA Air Show Teams (AST) are authorized to use devices and practices as defined within the Team AMA Program Document. (AMA Document #718.)
 - (j) Not operate a turbine-powered aircraft, unless in compliance with the AMA turbine regulations. (AMA Document #510-A.)
 3. Model aircraft will not be flown in AMA sanctioned events, air shows or model demonstrations unless:
 - (a) The aircraft, control system and pilot skills have successfully demonstrated all maneuvers intended or anticipated prior to the specific event.
 - (b) An inexperienced pilot is assisted by an experienced pilot.
 4. When and where required by rule, helmets must be properly worn and fastened. They must be OSHA, DOT, ANSI, SNELL or NOCSAE approved or comply with comparable standards.
- B. **RADIO CONTROL (RC)**
1. All pilots shall avoid flying directly over unprotected people, vessels, vehicles or structures and shall avoid endangerment of life and property of others.
 2. A successful radio equipment ground-range check in accordance with manufacturer's recommendations will be completed before the first flight of a new or repaired model aircraft.
 3. At all flying sites a safety line(s) must be established in front of which all flying takes place. (AMA Document #706.)
 - (a) Only personnel associated with flying the model aircraft are allowed at or in front of the safety line.
 - (b) At air shows or demonstrations, a straight safety line must be established.
 - (c) An area away from the safety line must be maintained for spectators.
 - (d) Intentional flying behind the safety line is prohibited.
 4. RC model aircraft must use the radio-control frequencies currently allowed by the Federal Communications Commission (FCC). Only individuals properly licensed by the FCC are authorized to operate equipment on Amateur Band frequencies.
 5. RC model aircraft will not knowingly operate within three (3) miles of any pre-existing flying site without a frequency-management agreement. (AMA Documents #922 and #923.)
 6. With the exception of events flown under official AMA Competition Regulations, excluding takeoff and landing, no powered model may be flown outdoors closer than 25 feet to any individual, except for the pilot and the pilot's helper(s) located at the flightline.
 7. Under no circumstances may a pilot or other person touch an outdoor model aircraft in flight while it is still under power, except to divert it from striking an individual.
 8. RC night flying requires a lighting system providing the pilot with a clear view of the model's attitude and orientation at all times. Hand-held illumination systems are inadequate for night flying operations.
 9. The pilot of an RC model aircraft shall:
 - (a) Maintain control during the entire flight, maintaining visual contact without enhancement other than by corrective lenses prescribed for the pilot.
 - (b) Fly using the assistance of a camera or First-Person View (FPV) only in accordance with the procedures outlined in AMA Document #550.
 - (c) Fly using the assistance of autopilot or stabilization system only in accordance with the procedures outlined in AMA Document #560.
- C. **FREE FLIGHT**
1. Must be at least 100 feet downwind of spectators and automobile parking when the model aircraft is launched.
 2. Launch area must be clear of all individuals except mechanics, officials, and other fliers.
 3. An effective device will be used to extinguish any fuse on the model aircraft after the fuse has completed its function.
- D. **CONTROL LINE**
1. The complete control system (including the safety thong where applicable) must have an inspection and pull test prior to flying.
 2. The pull test will be in accordance with the current Competition Regulations for the applicable model aircraft category.
 3. Model aircraft not fitting a specific category shall use those pull-test requirements as indicated for Control Line Precision Aerobatics.
 4. The flying area must be clear of all utility wires or poles and a model aircraft will not be flown closer than 50 feet to any above-ground electric utility lines.
 5. The flying area must be clear of all nonessential participants and spectators before the engine is started.

NEBRASKA DEPARTMENT OF AERONAUTICS

Dave Heineman
Governor

Ronnie D. Mitchell
Director



To all Airports

November 22, 2013

Greetings:

I sincerely wish you a very Merry Christmas and Happy New Year. Speaking of the New Year, the 22st Annual NAC Aviation Symposium and Maintenance Seminar will be held in Kearney, January 22rd-25th. Please take a few moments, review the enclosed brochure and sign up to attend.

As part of the festivities on Thursday evening, the Department of Aeronautics will be recognizing the Nebraska "Airport of the Year." Please take the time to go to our website:

<http://www.aero.state.ne.us>

Download the Airport of the Year form and fill it out to recommend your airport!

This promises to be another great event which you will not want to miss as you will hear the latest from the aviation industry's experts and other knowledgeable guest speakers. The morning breakout session will feature Pete Bunce, CEO of the General Aviation Manufacturers Association (GAMA). The evening banquet speaker for both Thursday and Friday evening will be the Clyde Cessna living history impersonator, Gary Krehbiel who actually resides in Clyde Cessna's hometown. Friday and Saturday will continue with the Maintenance Technicians Seminar where Technicians can renew their IA license with eight hours of presentations by experts in the field of aircraft maintenance.

Don't miss out on this wonderful January event. It might be snowy and cold or perhaps one of those unusual winter days with sunshine and moderate temperatures. Whatever the weather might be, I would like to see all of you attend this year and we'll have a great time together.

Thanks

Ronnie Mitchell

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